

**Exhibit A to Registration Statement**  
**Pursuant to the Foreign Agents Registration Act of**  
**1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant Ruder Finn Inc. 301 East 57th Street New York, NY 10022		2. Registration No.  1481
3. Name of Foreign Principal  Turkish Culture and Tourist Office	4. Principal Address of Foreign Principal 821 United Nations Plaza New York, NY 10017	
5. Indicate whether your foreign principal is one of the following: <input checked="" type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Association</div><div><input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (<i>specify</i>) _____</div></div> <input type="checkbox"/> Individual-State nationality _____		NSD/CES/REGISTRATION UNIT 2013 MAR 19 AM 9:53
6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant Consulate General of the Republic of Turkey New York  b) Name and title of official with whom registrant deals Ebru Edjer, Director		
7. If the foreign principal is a foreign political party, state: a) Principal address    b) Name and title of official with whom registrant deals  c) Principal aim		

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

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NSD/CES/REGISTRATION  
UNIT

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

#### EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
March 07, 2013	Mark E. Adams, Finance	/s/ Mark E. Adams
		eSigned

U.S. Department of Justice

Washington, DC 20530

# Exhibit B to Registration Statement

## Pursuant to the Foreign Agents Registration Act of 1938, as amended

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant  RUDER FINN INC.	2. Registration No.  1481
3. Name of Foreign Principal  TURKISH CULTURE & TOURISM OFFICE	

### Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

PUBLIC RELATIONS COUNSEL

NSD/CES/REG  
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8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

STRATEGIC COUNSEL  
MEDIA RELATIONS

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

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UNIT

### EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
March 07, 2013	Mark E. Adams	/s/ Mark E. Adams
		eSigned

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

## 2013 Public Relations Contract

### PARTIES

#### Article 1.

This Contract is signed between the **Consulate General of the Republic of Turkey in New York, Turkish Culture and Tourist Office (The Employer)** and **MSilver Associates (The Agency)** which has been selected to carry out matters related to PR on behalf of the Employer, according to the following conditions. Both parties have agreed on the below articles.

### DEFINITIONS

#### Article 2.

<b>Employer:</b>	Consulate General of The Republic of Turkey in New York Turkish Culture and Tourist Office
<b>Agency:</b>	M Silver Associates, New York
<b>Public Relations (PR) Activities:</b>	Public relations activities which include those set out in this Contract and specifically those mentioned in Article 3.
<b>Workshop:</b>	A meeting held for those involved in promoting Turkey within the tourism sector, usually for a specific reason or to discuss specific matters, which may last up to a few days.
<b>Crisis Management Strategy:</b>	A strategy for dealing with any unexpected event which may have an adverse effect on the image of Turkey and for minimizing any such potential negative effect.
<b>Creative work:</b>	Visual, audio or written material used to create an image of Turkey
<b>Routine PR activities and services:</b>	Making the coordination between the Employer and the travel writers-media members; representing the Employer in media related activities; dealing with the requests and proposals within the context of PR by providing information, preparing and distributing up-to-date press information and releases; providing information about tour operators, restaurants, hotels to promote collaboration; assisting in preparing and



encouraging articles about Turkey and arranging interviews with the media members for the Employer. Supplying information on the official web sites of the Employer and the Agency which are relevant to travel writers and using and distributing images from the image bank of the Employer to journalists.

### **Routine PR activities and services**

#### **Article 3.**

- 1) To prepare bulletins or releases for tour operators, the media and the travel sector within close cooperation with the Employer.
- 2) To prepare fam trips for important travel writers.
- 3) To prepare up-to-date and accurate press kits in accordance with the Employer's requirements.
- 4) To prepare data base (name-address) for media and travel Agency members in the course of PR activities and thereafter.
- 5) To arrange trips to Turkey for journalists and film crews in the best possible way for the publicity of Turkey and within this context, making the coordination among Turkish Ministry of Culture and Tourism, tour operators and the media.
- 6) To participate in the media and other sector's activities on request of the Employer to promote Turkey in the best possible way and organize and participate activities of this kind.
- 7) To invite journalists to take part in press trips organized by the Turkish Ministry of Culture and Tourism.
- 8) To take measures to minimize the negative impact of any events on Turkey's image.
- 9) To prepare speeches and to make written correspondence on the request of the Employer.
- 10) To provide information -prepared and published by the Turkish Ministry of Culture and Tourism- to the media and related organizations.
- 11) To arrange workshops in order to bring the members of the tourism sector together.
- 12) The Agency shall provide at least 5 staff members for the Employer's PR activities.



## CONTACT DETAILS OF THE PARTIES

### Article 4.

**4.1 Employer's Name and Address: Turkish Culture and Tourist Office, New York**  
821 United Nations Plaza, New York, NY 10017

Tel No : +1 (212) 687-2194

Fax No : +1(212) 599-7568

Email address : ny@tourismturkey.org

**4.2. Agency Name and Address : MSilver Associates**  
747 Third Avenue, 23rd Floor, New York, NY 10017

Tel No : +1 (212) 754-6500

Fax No : + (212) 754-6711

Email Address : virginia@msilver-pr.com

The above addresses are agreed to be the official mailing addresses of the parties concerned. Unless a party is informed about a change of address in written form, the mailing to the above address means that the official communication is done.

## THE PURPOSE AND THE SCOPE OF THE CONTRACT

### Article 5.

This Contract includes the following items for improving Turkey's image as a tourism destination, increasing its market share and supporting the 2013 advertising campaign that is going on in the markets selected by the Turkish Ministry of Culture and Tourism:

- 1) PR activities including consulting, written correspondence, media relations, administration and financial management and other services
- 2) Agency's responsibilities, payments by Employer and other matters
- 3) The preparation and execution of PR activities in accordance with local requirements



## **BUDGET**

### **Article 6.**

Agency must provide the Employer with a separate detailed budget proposal for the activities which are not included in the routine PR activities. Those activities will be carried out after the approval of the Employer.

## **DURATION OF THE CONTRACT**

### **Article 7.**

This Contract expires on December 31, 2013.

## **RESPONSIBILITIES OF THE AGENCY**

### **Article 8.**

The responsibilities of the Agency towards the Employer are mentioned below.

- 1) Agency conducts the routine PR projects which are set out in Article 3.
- 2) The Agency is responsible for the compensation of any moral or material damage that arise while the PR activities are undertaken. If any such errors cannot be corrected, then the Agency will not be paid for the related work. Furthermore, the Agency is responsible for compensating any damage which is caused by itself.
- 3) The Agency can carry out the PR projects –having details like texts, drafts, designs/representations, estimated costs and other details- just after the approval of the Employer, and once the Contract has been signed. The Agency will be financially responsible for any changes, incorrect information or erroneous applications that are provided without written approval of the Employer. If correction is impossible, the Agency will be financially responsible and will not be paid.
- 4) Drafts of press releases, and articles and photographs will be submitted to the approval of the Employer and one copy of each material (press releases, press kits etc) will be given to the Employer by the Agency.
- 5) Any material or information given by the Employer to the Agency on a confidential basis must be treated by the Agency as confidential. The materials and information given to the Agency will only be used for PR activities to promote Turkey. Every material and information will be treated confidentially by the Agency also after the expiration of the Contract.
- 6) The Agency cannot carry out PR activities for Turkey's competitive destinations.





## EMPLOYER'S RESPONSIBILITIES

### Article 9.

The Employer will pay for the following:

The monthly PR fee which is to be paid to the Agency is \$21,500.

## CREATIVE RIGHTS

### Article 10.

When this Contract comes to an end, any material and idea created by the Agency become the possession of the Employer and the Employer will have the right to use them for future promotional activities.

## METHOD OF PAYMENT AND BILLING PROCEDURES

### Article 11.

The fee for basic services should be invoiced in the last week of the month and cover services and activities for the relevant month. In accordance with the Turkish financial regulations all payments are made when the work has been completed or the service rendered and the relevant documents have been submitted to the Employer. Any documents related to the promotional activities must be submitted to the Employer together with the monthly invoice.

The cost of printing and preparing printed material will be invoiced together with the distribution of printed material.

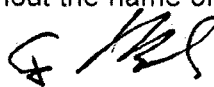
The Agency is completely and solely responsible for the payment to any third parties from which it purchases goods or for realizing the goals defined within the scope of this Contract.

Payments to be made in any foreign currency, apart from that of the country where the Employer is situated are to be calculated in accordance with the rate of exchange set on the date of payment, by the bank which holds the Employer's account. The invoices should be addressed to the Employer's address and should be zero rated for VAT.

## COPYRIGHT CONDITIONS

### Article 12.

Any information or goods given to the Agency by the Employer on a confidential basis must be kept confidential by the Agency. Under the terms of this Contract, the moral rights (whether or not to submit the work to the public, the form and time of the publication or broadcast etc., the right to present to the public with or without the name of the creator, the



right to modify and suppress the work) and the material rights (the rights to develop the work, reproduce, print, submit and the right to present it to the public by means of transferring a sign, voice or image) of the works produced for the Employer, remain the sole property of the Employer, together with the right to have the creative work translated into any language and any other process which is necessary for the Employer.

The transferred right is the 'full licence' which does not allow the Agency or the creator of the work to transfer the intellectual rights of the work to anyone else. The Employer may choose to assign the above rights either in full or in part to anyone the Employer wishes, either free of charge or in return for payment and the Employer has no obligation to make a payment to the Agency for the said transfer. All rights of the creative work are transferred to the Employer without any limit and any limit of time frame to use around the world. This transfer is the transfer of possession of all intellectual rights pertaining to the creative work. The Agency undertakes that,

- the Agency shall transfer all rights of the creative works as mentioned above,
- the Agency is the 'owner' of the work and the work is original and has not been published previously in any form,
- creative works have not been presented to nor belong to the public,
- creative works contain no confidential or private information and do not violate any legal or general intellectual rights,
- the intellectual property rights or the rights to use the creative works have not been transferred before,
- creative works have not been mortgaged or distrained
- the Agency releases its right of withdrawal without any time limit.

In such case where a dispute arises between the Intellectual Owner and the Employer regarding the intellectual rights, The Agency is responsible for providing all type of assistance to the Employer and compensating the Employer if any loss/damage occurs, during and after the term of the Contract. The Agency hands over the agreements to the Employer, regarding the intellectual rights of any creative works of third parties and confirms that the intellectual rights will be received on behalf of the Employer.

## **TERMINATION OF THE CONTRACT**

### **Article 13.**

- A) During the Contract term, The Employer reserves the right to cancel, terminate, postpone the public relations campaign or modify the content, budget and other implementation details for the campaign.
- B) Withholding the provisions in Article 15 (A), this Contract may be terminated by at least 30 days prior written notice by the Employer. In case the Contract is terminated, aborted or postponed as set above in Article 15 (A), the Employer will make payment to the Agency, arising from the irrevocable commitments of the Agency made on behalf of the Employer. Within the framework of this Contract, the Employer will also make payment for the expenses of all materials purchased and services received by the Agency on behalf of the Employer.



## RESOLUTION OF DISPUTES

### Article 14.

- A) In case of legal dispute, the Turkish version of this Contract is considered to be the original.
- B) In case a legal dispute regarding this Contract arises during or after the implementation of the Contract, Turkish Laws will be in force and the Ankara Courts and Execution Offices are authorised to solve disputes among the parties.

## VALIDITY

### Article 15.

This Contract is valid from January 3rd 2013


This Contract is signed on January 3rd 2013 in New York in four copies in English and Turkish.

M Silver Associates



Morris SILVER  
CEO

Consulate General of the Republic of  
Turkey in New York,  
Turkish Culture and Tourist Office,



Ebru EJDER  
Director